

**MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Eddie Olivarez, Director
Hidalgo County Health Department

From: Roli Flores, Buyer
Hidalgo County Purchasing Department

Date: June 12, 2007

Re: Approval of proposed rate for "Professional Licensed Nurse Practitioner" for Hidalgo County Health Department.



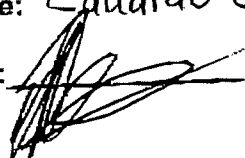
This memo is to inform you that the proposed rate for the above referenced project is \$ 45.00 per hour.

Enclosed please find a copy of the proposed rate for your approval. Below please indicate whether these rates are acceptable to your department and return via fax by June 13, 2007 to 318-2629 by 12:00 p.m.

(Please check one)

I concur with the proposed rates ✓
I do not concur with the proposed rates _____

Print Name: Eduardo Olivarez

Signature: 

Date: 6/12/07

**MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Patricia De Blicek
Professional Licensed Nurse Practitioner

From: Roli Flores, Buyer
Hidalgo County Purchasing Department

Date: June 12, 2007

Re: Contract Negotiation-Professional Licensed Nurse Practitioner Project
Bid No. 2007-063-05-23-ROL

We are in receipt of your proposal dated June 12, 2007 for "Professional Licensed Nurse Practitioner" for the Hidalgo County Health Department. The Hidalgo County Purchasing Department is asking if this is your best and final offer on your proposed scope of work and services for the mentioned project, if so please sign below and fax back to the Hidalgo County Purchasing Department.

Please indicate below and return via fax (956) 318-2629 June 12, 2007.

Best and final offer of the proposed contract amount of \$ 45.00 per hour.

Signed: Patricia De Blicek

Date: 6-12-07

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-

THIS CONTRACT is made and entered into this ____ day of _____, 20____, between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, Texas ("Company").

WHEREAS, Company responded to request for sealed quotes for **Hidalgo County Health Department "Professional Licensed Nurse Practitioner"**); and

WHEREAS, Company submitted a quote to provide services in accordance with the specifications as quote, a copy of such specifications and quote being attached hereto as "A" and "B" respectively, and incorporated herein for all purposes ("Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioner's Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereby agree as follows:

1. _____ and Company hereby agree that this Contract is entered into in order to provide the Services to _____ County for _____ as listed on specification _____. This Contract does not extend to any third party or any benefits conferred in any manner hereunder or otherwise.

2. _____ Company hereby agrees and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioner** or his _____ Company agrees in performing the Services that it will use proper professional standards to comply with any and all appropriate laws and regulations in providing the Services, and

devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2007, and ending on _____, 2008, and may be extended at the sole discretion of County for an additional ninety(90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons employed by Company who operate such trucks or vehicles shall have the necessary licenses, qualifications, skill and expertise to perform such Services and shall comply with all rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted to County.

7. Company shall provide liability insurance coverage on all its vehicles and all persons connected with providing the Services. County shall name County as an additional insured (with the coverage and in the amount specified in Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

Company shall indemnify and hold harmless County, its elected officials, employees

and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without the written consent of the other party.

11. It is expressly agreed that this Contract and the performance of the parties hereunder does not create any agency relationship or master-servant relationship. County has no supervision of the performance of the Services provided by Company, and the Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Commerce
 Edinburg, Texas 78541

If to Company: **COMPANY**
 ADDRESS
 EDINBURG, TX 78541

In case any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2006.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:
Arturo Gualljardo, County Clerk

COMPANY

Printed _____

Signature: _____

Approved by: _____

Court Attorney